

AMENDMENT TO THE DRAWINGS

The attached Replacement Sheet of drawings includes changes to FIG. 1. This Replacement Sheet, which includes FIG. 1, replaces the original sheet including FIG. 1. In particular, “ENTREPRISE NETWORK 107” has been replaced with --ENTERPRISE NETWORK 115--.

Attachment: Replacement Sheet (FIG. 1)

REMARKS

By this amendment, claims 1-4, 6-13, and 15-24 are pending, in which claims 5 and 14 are canceled without prejudice or disclaimer, claim 19 is withdrawn subject to a restriction requirement under 35 U.S.C. § 121, claims 1-4, 6-13, and 15-18 are currently amended, and claims 20-24 are newly presented. No new matter is introduced.

The Office Action mailed August 18, 2009 objected to claim 9 as an improper dependent claim and rejected claims 1-8 and 10-18 under 35 U.S.C. § 101 as being directed to non-statutory subject matter, claims 1-18 under 35 U.S.C. § 112, second paragraph, as being indefinite, claims 1-3 and 9-12 under 35 U.S.C. § 102(e) as anticipated by *Thomson et al.* (US 2004/0034615) or, alternatively, as obvious under 35 U.S.C. § 103(a) based on *Thomson et al.* (US 2004/0034615), and claims 4-8 and 13-18 as obvious under 35 U.S.C. § 103(a) based on *Thomson et al.* (US 2004/0034615) in view of *Adler* (US 2002/0169658).

The objection to claim 9 as an improper dependent claim is traversed.

Claim 9 has now been amended to make it an independent claim directed to a computer-readable storage medium. Accordingly, the Examiner is respectfully requested to withdraw the objection to claim 9.

The rejection of claims 1-8 and 10-18 under 35 U.S.C. § 101 is traversed.

Independent claims 1 and 10 (and new independent claim 9) have been clarified to recite that the recited steps of the claims are performed by “one or more processors” programmed to perform those steps. As processors are clearly “machines,” within the meaning of 35 U.S.C. § 101, it should be apparent that claims 1-18 are directed to statutory subject matter.

Accordingly, the Examiner is respectfully requested to withdraw the rejection of claims 1-8 and 10-18 under 35 U.S.C. § 101.

The rejection of claims 1-18 under 35 U.S.C. § 112, second paragraph is traversed.

The Examiner asserted that claims 1 and 10 are “incomplete for omitting essential elements,” indicating that the features of claims 2-4 “are critical to applicants invention and should be recited in the independent claim.” Respectfully, it is Applicant, and not the Examiner, who determines what is “critical” and what should be claimed. The Examiner’s concern appears to be one of breadth and not of indefiniteness since the Examiner indicated nothing that would be indefinite and not understood by those of ordinary skill in the art. Breadth does not equate to indefiniteness. *In re Miller*, 441 F.2d 689, 169 USPQ 597 (CCPA 1971). See *In re Chupp*, 816 F.2d 643, 647, 2 USPQ2d 1437, 1440 (Fed. Cir. 1987).

Nevertheless, in an earnest attempt to advance prosecution, the independent claims have been amended to include the steps of “issuing functor requests through a workflow router to users for data and programs; and receiving functor objects from users responsive to the functor requests” in order to make the claims more “complete.”

With regard to the “wherein” clause of claims 1 and 10, the Examiner asserted that this “has no bearing on [sic, or] influence of [sic, on] the steps or acts performed by the claimed invention.” Applicant disagrees. The “wherein” clause, i.e., “wherein the financial model supports user approval of selected ones of the financial components” is part of the claimed subject matter, most definitely does have a bearing on the steps or acts performed by the claimed subject matter, and must be considered by the Examiner in analyzing the claimed subject matter. That is, the financial model that is generated based on the collected data must be such that the

users are able to approve selected ones of the financial components and if any prior art applied against the claims is incapable of, or does not permit, users the ability or authority to approve selected ones of the financial components, then that prior art simply does not disclose or suggest the instant claimed subject matter.

Regarding claims 2 and 3, the Examiner's suggestion that "a spreadsheet" should be "the spreadsheet" is gratefully acknowledged and the claims have been amended to reflect this change.

Regarding claims 2 and 11, the Examiner asserted that "wherein the content includes the data and formulas for input into the financial model" raises a question as to the limiting effect of the language in the claim and that the "wherein" clause has no bearing on [sic, or] influence of [sic, on] the steps or acts performed by the claimed invention." For the reasons above, the wherein clause, being part of the claimed subject matter does have a bearing on the steps or acts performed and must be considered by the Examiner in analyzing the claimed subject matter. The content that is mapped from the spreadsheet cells to the objects must include the data and programs ("formulas" has been changed to "programs" to be more consistent with the disclosure at paragraph [78] though a "formula" is certainly a form of "program" in that it lays out steps to be performed to reach a certain result) for input into the financial model and if any prior art does not disclose or suggest such a mapping of spreadsheet cell content to a plurality of objects "wherein the content includes the data and programs for input into the financial model," then that prior art simply does not disclose or suggest the instant claimed subject matter.

The Examiner does not explain what "question" as to the limiting effect of the language in the claim is raised, making it difficult to respond. Applicant presumes that this relates to the "wherein" clause, the propriety of which is explained above.

In any event, claims 2 and 11 have been amended to place them in better form and they clearly recite definite subject matter in accordance with 35 U.S.C. § 112, second paragraph.

Regarding claims 3 and 12, the Examiner asserted that these claims recite “wherein the class duplicates functionality of the spreadsheet if the class is used to create an object” and that this “limitation raises a question as to the limiting effect of the language in the claim.” The Examiner further asserted, again, that such “wherein” clause has “no bearing on [sic, or] influence of [sic, on] the steps or acts performed by the claimed invention.”

The Examiner does not explain what “question” as to the limiting effect of the language in the claim is raised, making it difficult to respond. Applicant presumes that this relates to the “wherein” clause, the propriety of which is explained above.

For the reasons above, the wherein clause, being part of the claimed subject matter does have a bearing on the steps or acts performed and must be considered by the Examiner in analyzing the claimed subject matter. The one or more classes to which the content from the spreadsheet cells is mapped duplicates functionality of the spreadsheet if the class is used to create an object. The wherein clause specifies a certain characteristic of the class(es), *viz.*, “class duplicates functionality of the spreadsheet if the class is used to create an object,” and if any prior art does not disclose or suggest such a mapping of content including the data from a plurality of spreadsheet cells to one or more classes, “wherein the class duplicates functionality of the spreadsheet if the class is used to create an object,” then that prior art simply does not disclose or suggest the instant claimed subject matter.

In any event, claims 3 and 12 have been amended to place them in better form and they clearly recite definite subject matter in accordance with 35 U.S.C. § 112, second paragraph.

Similarly, with regard to the claims 7 and 17, the Examiner's position that "wherein the GUI supports options to format the report" raises a question as to the limiting effect of the language of the claim and that this clause has no bearing on the steps or acts performed by the claimed invention are not well taken. Again, the Examiner offers no indication of what "question" is raised. In any event, claim 7 has been amended to eliminate the wherein clause and claim 17 contains no such wherein clause.

Accordingly, the subject matter of claims 7 and 17 is definite, within the meaning of 35 U.S.C. § 112, second paragraph.

Regarding claims 4 and 13, these claims have now been amended to delete "outputting the simulation result," reciting only "generating a simulation result in response to the received input parameter" in claim 4 and deleting all reference to "simulation" in claim 13.

Regarding claims 8 and 17, these claims have now been amended to provide sufficient antecedent bases for "the response object" and "the second user." Moreover, claims 8 and 17 have been amended to recite "the" financial model, making it clear that the financial model refers to the same financial model recited in claims 1 and 10.

Responsive to the Examiner's inquiry as to what an "activator" is and what it does, an activator is anything that performs the function of activating the collection of information by the request object. However, in order to further advance prosecution of this application, and reduce issues for potential appeal, "activator" has been deleted from claims 8 and 17.

Accordingly, the subject matter of claims 4, 8, 13, and 17 is definite, within the meaning of 35 U.S.C. § 112, second paragraph.

Regarding claim 10, this claim has now been amended to delete the "means for" language, eliminating any issue under the sixth paragraph of 35 U.S.C. § 112.

Accordingly, the subject matter of claim 10 is definite, within the meaning of 35 U.S.C. § 112, second paragraph.

Therefore, the Examiner's concerns regarding claims 1-18 under 35 U.S.C. § 112, second paragraph, have now been obviated and the Examiner is respectfully requested to withdraw the rejection of claims 1-18 under 35 U.S.C. § 112, second paragraph.

The rejection of claims 1-3 and 9-12 under 35 U.S.C. § 102(c)/103 is traversed.

Regarding the rejection based on 35 U.S.C. § 102(c), a rejection for anticipation under section 102 requires that the four corners of a single prior art document describe every element of the claimed invention, either expressly or inherently, such that a person of ordinary skill in the art could practice the invention without undue experimentation. See *Atlas Powder Co. v. Ireco Inc.*, 190 F.3d 1342, 1347, 51 USPQ2d 1943, 1947 (Fed. Cir. 1999); *In re Paulsen*, 30 F.3d 1475, 1478-79, 31 USPQ2d 1671, 1673 (Fed. Cir. 1994).

Quite clearly, the instant claims recite, *inter alia*, “collecting data in a multi-user **peer-to-peer collaborative environment** over a data network,” features which are absent from *Thomson et al.* Not only does *Thomson et al.* lack any teaching of the claimed peer-to-peer collaborative environment, quite frankly, *Thomson et al.* has little relevance at all to the instant claimed subject matter. Rather, *Thomson et al.* is directed to mapping between two data sources in a universal drill-down system. While the reference shares some common phrases with the instant claimed subject matter, such as the idea of “mapping,” that is where any analogy with the instant claimed subject matter ends. The concept of mapping from data in an originating database presentation, or in an original format, to data in a target database presentation or target format is far removed from “mapping content including the data from a plurality of cells of the spreadsheet to one or more classes,” as in instant claim 3, for example.

Moreover, and perhaps most importantly, *Thomson et al.* also does not collect data by “issuing functor requests through a workflow router to users for data and programs; and receiving functor objects from users responsive to the functor requests,” as in instant claim 1, for example. A “functor,” which is a combination of data and program, used in the claimed environment is a novel approach of the instant claimed invention. Whereas users in prior art systems may have had the capability of responding to certain requests with data, users of the instant claimed subject matter may submit response objects which are combinations of code (program) and data. Thus, the user in Applicant’s novel invention can respond with not only data but also a function defining how to use such data.

Quite clearly, *Thomson et al.* does not and cannot anticipate the subject matter of claims 1-3 and 9-12.

Moreover, *Thomson et al.* does not make the instant claimed subject matter obvious, within the meaning of 35 U.S.C. § 103 because there would have been no reason to modify the universal drill-down system of *Thomson et al.* in any manner to provide for “collecting data in a multi-user **peer-to-peer collaborative environment** over a data network,” “issuing functor requests,” and “receiving functor objects,” as claimed, even assuming, *arguendo*, the correctness of the Examiner’s position that it was well known to apply forecasting and modeling techniques to finance situations. While Applicant does not deny that it may have been known, in general, to apply modeling techniques to financial situations, Applicant strongly disagrees that it was known, or would have been obvious, to provide for forecasting and modeling in the specific manner claimed, wherein data is collected in a multi-user **peer-to-peer collaborative environment** over a data network **by issuing functor requests through a workflow router to users for data and programs; and receiving functor objects from users responsive to the**

functor requests, wherein a financial model with re-usable financial components based upon the collected data is generated, and the financial model supports user approval of selected ones of the financial components. No such “peer-to-peer collaboration,” “issuing functor requests,” and “receiving functor objects,” as claimed, are even hinted at by *Thomson et al.*

Accordingly, the Examiner is respectfully requested to withdraw the rejection of claims 1-3 and 9-12 under 35 U.S.C. § 102(e)/103.

The rejection of claims 4-8 and 13-18 under 35 U.S.C. § 103(a) is traversed.

Adler, applied for the alleged teaching of outputting a simulation result from a financial model, providing a user with a plurality of input parameters, dynamically receiving an input parameter from the user in support of what-if analysis of a financial model, and generating another simulation result in response to the received input parameter for retrieval by the user over a data network, does not cure the deficiencies of *Thomson et al.* in failing to provide for forecasting and modeling in the specific manner claimed, wherein data is collected in a multi-user **peer-to-peer collaborative environment** over a data network by issuing functor requests through a workflow router to users for data and programs; and receiving functor objects from users responsive to the functor requests, wherein a financial model with re-usable financial components based upon the collected data and programs is generated, and the financial model supports user approval of selected ones of the financial components.

While *Adler* does disclose a set of modeling and analysis tools, it does not disclose or suggest that data is collected in a multi-user **peer-to-peer collaborative environment** over a data network by issuing functor requests through a workflow router to users for data and programs; and receiving functor objects from users responsive to the functor requests, wherein a

financial model with re-usable financial components based upon the collected data and programs is generated, and the financial model supports user approval of selected ones of the financial components.

Moreover, even if *Adler* disclosed these features, which it does not, *Adler* is not combinable with *Thomson et al.* in that they are directed to two entirely different environments. Nothing would have led the skilled artisan to make the proposed combination. Nothing in the modeling and analysis system of *Adler* would have been suggestive of any modification to the universal drill-down system of *Thomson et al.* The skilled artisan could have hoped to gain nothing from adding a modeling and analysis system used for helping companies make informed strategic decisions to a universal drill-down system for coordinated presentation of items in different databases. These references are, quite simply, from non-analogous arts and not combinable within the meaning of 35 U.S.C. § 103(a). The test for analogous art outside an inventor's field of endeavor is whether the art pertains to the particular problem confronting the inventor. *In re Clay*, 966 F.2d 656, 659, 23 USPQ2d 1058, 1060 (Fed. Cir. 1992). Quite clearly, the universal drill-down system of *Thomson et al.* is outside the inventor's field of endeavor. It also does not pertain to the particular problem, *viz.*, the ability of users to submit response objects, which are combinations of code and data, confronting the inventor. Accordingly, at least *Thomson et al.* constitutes non-analogous art *vis à vis* the instant claimed subject matter and a rejection for obviousness, within the meaning of 35 U.S.C. § 103(a), may not be based on *Thomson et al.*

However, even if the references were combined, which they would not be, the instant claimed subject matter would not result. Specifically, at least the features of data collected in a multi-user **peer-to-peer collaborative environment** over a data network by issuing functor

requests through a workflow router to users for data and/or programs; and receiving functor objects from users responsive to the functor requests, wherein a financial model with re-usable financial components based upon the collected data and programs is generated, and the financial model supports user approval of selected ones of the financial components, are not taught or suggested by the combination of *Thomson et al.* and *Adler*.

Accordingly, the Examiner is respectfully requested to withdraw the rejection of claims 4-8 and 13-18 under 35 U.S.C. § 103(a).

Therefore, the present application, as amended, overcomes the objections and rejections of record and is in condition for allowance. Favorable consideration is respectfully requested. If any unresolved issues remain, it is respectfully requested that the Examiner telephone the undersigned attorney at (703) 519-9952 so that such issues may be resolved as expeditiously as possible.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 504213 and please credit any excess fees to such deposit account.

Respectfully Submitted,

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